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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

ZEPP, INC. AND ANHUI HUAMI  
INFORMATION TECHNOLOGY  
CO., LTD.

Plaintiffs,

v.

AMAZWEAR TECHNOLOGY INC.,  
SHENZHEN KOSPET  
TECHNOLOGY, LTD., AND  
SHENZHEN LIEDONG  
TECHNOLOGY CO., LTD.

Defendants.

AMAZWEAR TECHNOLOGY INC.,

Case No. 2:24-cv-07182-JLS-AGR

**STIPULATED PROTECTIVE  
ORDER**

Counterclaim-Plaintiff

v.

ZEPP, INC. AND ANHUI HUAMI  
INFORMATION TECHNOLOGY  
CO., LTD.,

Counterclaim-Defendants.

SHENZHEN KOSPET  
TECHNOLOGY., LTD.,

Counterclaim-Plaintiff

v.

ZEPP, INC. AND ANHUI HUAMI  
INFORMATION TECHNOLOGY  
CO., LTD.,

Counterclaim-Defendants.

SHENZHEN LIEDONG  
TECHNOLOGY CO., LTD.,

Counterclaim-Plaintiff

v.

ZEPP, INC. AND ANHUI HUAMI  
INFORMATION TECHNOLOGY  
CO., LTD.,

Counterclaim-Defendants.

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2 1. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,  
4 proprietary, or private information for which special protection from public  
5 disclosure and from use for any purpose other than prosecuting this litigation may  
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court  
7 to enter the following Stipulated Protective Order. The parties acknowledge that  
8 this Order does not confer blanket protections on all disclosures or responses to  
9 discovery and that the protection it affords from public disclosure and use extends  
10 only to the limited information or items that are entitled to confidential treatment  
11 under the applicable legal principles. The parties further acknowledge, as set forth  
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them  
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the  
14 procedures that must be followed and the standards that will be applied when a party  
15 seeks permission from the court to file material under seal.

16 1.1. Good Cause Statement

17 This action is likely to involve trade secrets, customer and pricing lists and  
18 other valuable research, development, commercial, financial, technical and/or  
19 proprietary information for which special protection from public disclosure and from  
20 use for any purpose other than prosecution of this action is warranted. Such  
21 confidential and proprietary materials and information consist of, among other  
22 things, confidential business or financial information, information regarding  
23 confidential business practices, or other confidential research, development, or  
24 commercial information (including information implicating privacy rights of third  
25 parties), information otherwise generally unavailable to the public, or which may be  
26 privileged or otherwise protected from disclosure under state or federal statutes,  
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of  
28 information, to facilitate the prompt resolution of disputes over confidentiality of

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2 discovery materials, to adequately protect information the parties are entitled to keep  
3 confidential, to ensure that the parties are permitted reasonable necessary uses of  
4 such material in preparation for and in the conduct of trial, to address their handling  
5 at the end of the litigation, and serve the ends of justice, a protective order for such  
6 information is justified in this matter. It is the intent of the parties that information  
7 will not be designated as confidential for tactical reasons and that nothing be so  
8 designated without a good faith belief that it has been maintained in a confidential,  
9 non-public manner, and there is good cause why it should not be part of the public  
10 record of this case.

11 2. DEFINITIONS

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation  
14 of information or items under this Order.

15 2.3 “CONFIDENTIAL” Information or Items: information (regardless of  
16 how it is generated, stored or maintained) or tangible things that constitute or include  
17 information that is not publicly known and that cannot be ascertained from an  
18 inspection of publicly available documents.

19 2.4 HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES  
20 ONLY”: extremely sensitive “CONFIDENTIAL” Information or Items, disclosure  
21 of which to another Party or Non-Party would create a substantial risk of serious  
22 harm that could not be avoided by less restrictive means, which may include but is  
23 not limited to: (a) trade secrets as defined under Cal. Civ. Code § 3426.1(d) or 18  
24 U.S.C. § 1839(3); (b) research and development data or information; (c) technical,  
25 financial, or marketing data or information; (d) commercially sensitive competitive  
26 or strategic information; (e) commercially sensitive information obtained from a  
27 nonparty pursuant to a current nondisclosure agreement; and (f) commercial  
28 agreements, settlement agreements or settlement communications, the disclosure of

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2 which is likely to cause serious and immediate harm to the competitive position of  
3 the producing party.

4       2.5 “HIGHLY CONFIDENTIAL – SOURCE CODE”: schematics,  
5 Hardware Description Language (HDL) or Register Transfer Level (RTL) files or  
6 computer code and associated comments and revision histories, the disclosure of  
7 which the Parties acknowledge would create a substantial risk of serious harm such  
8 that disclosure could not be avoided by less restrictive means (“Source Code”). For  
9 avoidance of doubt, Source Code includes, but is not limited to, source files, “include”  
10 files, make files, intermediate output files, executable files, header files, resource  
11 files, library files, module definition files, map files, object files, linker files, net lists,  
12 circuit schematics, browser info files, debug files, computer code, scripts, assembly,  
13 binaries and object code and other human-readable files used in the compilation of  
14 Source Code into a software program.

15       2.6 Counsel: Outside Counsel of Record and House Counsel (as well as  
16 their support staff).

17       2.7 Designating Party: a Party or Non-Party that designates information or  
18 items that it produces in disclosures or in responses to discovery as  
19 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
20 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

21       2.8 Disclosure or Discovery Material: all items or information, regardless  
22 of the medium or manner in which it is generated, stored, or maintained (including,  
23 among other things, testimony, transcripts, and tangible things), that are produced,  
24 disclosed, or generated in disclosures or responses to discovery, or depositions in  
25 this matter.

26       2.9 Expert: a person with specialized knowledge or experience in a matter  
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as  
28 an expert witness or as a consultant in this Action.

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2 2.10 House Counsel: attorneys who are employees of a party to this Action.  
3 House Counsel does not include Outside Counsel of Record or any other outside  
4 counsel.

5 2.11 Non-Party: any natural person, partnership, corporation, association, or  
6 other legal entity not named as a Party to this action.

7 2.12 Outside Counsel of Record: attorneys who are not employees of a party  
8 to this Action but are retained to represent or advise a party to this Action and have  
9 appeared in this Action on behalf of that party or are affiliated with a law firm which  
10 has appeared on behalf of that party, and includes support staff.

11 2.13 Party: any party to this Action, including all of its officers, directors,  
12 employees, consultants, retained experts, and Outside Counsel of Record (and their  
13 support staffs).

14 2.14 Producing Party: a Party or Non-Party that produces Disclosure or  
15 Discovery Material in this Action.

16 2.15 Professional Vendors: persons or entities that provide litigation  
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
19 and their employees and subcontractors.

20 2.16 Protected Material: any Disclosure or Discovery Material that is  
21 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE  
22 ATTORNEYS EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

23 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material  
24 from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only  
27 Protected Material (as defined above), but also (1) any information copied or  
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

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2 compilations of Protected Material; and (3) any testimony, conversations, or  
3 presentations by Parties or their Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the  
5 trial judge. This Order does not govern the use of Protected Material at trial.

6 4. DURATION

7 Even after final disposition of this litigation, the confidentiality obligations  
8 imposed by this Order shall remain in effect until a Designating Party agrees  
9 otherwise in writing or a court order otherwise directs. Final disposition shall be  
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
11 or without prejudice; and (2) final judgment herein after the completion and  
12 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,  
13 including the time limits for filing any motions or applications for extension of time  
14 pursuant to applicable law.

15 5. DESIGNATING PROTECTED MATERIAL

16 5.1 Exercise of Restraint and Care in Designating Material for Protection.

17 Each Party or Non-Party that designates information or items for protection under  
18 this Order must take care to limit any such designation to specific material that  
19 qualifies under the appropriate standards. The Designating Party must designate for  
20 protection only those parts of material, documents, items, or oral or written  
21 communications that qualify so that other portions of the material, documents, items,  
22 or communications for which protection is not warranted are not swept unjustifiably  
23 within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations  
25 that are shown to be clearly unjustified or that have been made for an improper  
26 purpose (e.g., to unnecessarily encumber the case development process or to impose  
27 unnecessary expenses and burdens on other parties) may expose the Designating  
28 Party to sanctions.



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2 If it comes to a Designating Party's attention that information or items that it  
3 designated for protection do not qualify for protection, that Designating Party must  
4 promptly notify all other Parties that it is withdrawing the inapplicable designation.

5 5.2 Manner and Timing of Designations. Except as otherwise provided in  
6 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
7 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
8 under this Order must be clearly so designated before the material is disclosed or  
9 produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or electronic  
12 documents, but excluding transcripts of depositions or other pretrial or trial  
13 proceedings), that the Producing Party affix at a minimum, the legend  
14 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
15 EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE" to each page  
16 that contains protected material. If only a portion or portions of the material on a  
17 page qualifies for protection, the Producing Party also must clearly identify the  
18 protected portion(s) (e.g., by making appropriate markings in the margins).

19 A Party or Non-Party that makes original documents available for inspection  
20 need not designate them for protection until after the inspecting Party has indicated  
21 which documents it would like copied and produced. During the inspection and  
22 before the designation, all of the material made available for inspection shall be  
23 deemed "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE  
24 ATTORNEYS EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE  
25 CODE." After the inspecting Party has identified the documents it wants copied and  
26 produced, the Producing Party must determine which documents, or portions thereof,  
27 qualify for protection under this Order. Then, before producing the specified  
28 documents, the Producing Party must affix the appropriate legend



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2 (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
3 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) as required  
4 by this Order.

5 (b) for testimony given in depositions that the Designating Party request  
6 that the original and all copies of a deposition transcript be marked  
7 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’  
8 EYES ONLY” before the close of the deposition or within fifteen (15) days of  
9 receipt of the final certified transcript. Deposition transcripts shall be treated by  
10 default as HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY  
11 until the expiration of the time to make a confidentiality designation.

12 (c) for information produced in some form other than documentary and for  
13 any other tangible items, that the Producing Party affix in a prominent place on the  
14 exterior of the container or containers in which the information is stored the legend  
15 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
16 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a  
17 portion or portions of the information warrants protection, the Producing Party, to  
18 the extent practicable, shall identify the protected portion(s).

19 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent  
20 failure to designate qualified information or items does not, standing alone, waive  
21 the Designating Party’s right to secure protection under this Order for such material.  
22 Upon timely correction of a designation, the Receiving Party must make reasonable  
23 efforts to assure that the material is treated in accordance with the provisions of this  
24 Order.

## 25 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

26 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
27 designation of confidentiality at any time that is consistent with the Court’s  
28 Scheduling Order. Unless a prompt challenge to a Designating Party’s

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2 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,  
3 unnecessary economic burdens, or a significant disruption or delay of the litigation,  
4 a Party does not waive its right to challenge a confidentiality designation by electing  
5 not to mount a challenge promptly after the original designation is disclosed.

6       6.2 Meet and Confer. The Challenging Party shall initiate the dispute  
7 resolution process by providing written notice of each designation, with specificity,  
8 it is challenging and describing the basis for each challenge. To avoid ambiguity as  
9 to whether a challenge has been made, the written notice must recite that the  
10 challenge to confidentiality is being made in accordance with this specific paragraph  
11 of the Protective Order. The parties shall attempt to resolve each challenge in good  
12 faith and must begin the process by conferring directly (in voice-to-voice dialogue;  
13 other forms of communication are not sufficient) within 14 days of the date of  
14 service of notice. In conferring, the Challenging Party must explain the basis for its  
15 belief that the confidentiality designation was not proper and must give the  
16 Designating Party an opportunity to review the designated material, to reconsider  
17 the circumstances, and, if no change in designation is offered, to explain the basis  
18 for the chosen designation. A Challenging Party may proceed to the next stage of  
19 the challenge process only if (1) it has engaged in this meet and confer process first,  
20 or (2) establishes that the Designating Party is unwilling to participate in the meet  
21 and confer process in a timely manner.

22       6.3 If the Parties cannot resolve a challenge without court intervention, the  
23 Challenging Party may file a motion challenging a confidentiality designation at any  
24 time after complying with the meet and confer requirements imposed in the  
25 preceding paragraph, including a challenge to the designation of a deposition  
26 transcript or any portions thereof. Any motion brought pursuant to this provision  
27 must be accompanied by a competent declaration affirming that the movant has  
28 complied with the meet and confer requirements imposed by the preceding

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2 paragraph.

3 The burden of persuasion in any such challenge proceeding shall be on  
4 the Challenging Party. Frivolous challenges, and those made for an  
5 improper purpose (e.g., to harass or impose unnecessary expenses and  
6 burdens on other parties) may expose the Challenging Party to sanctions.  
7 Unless the Designating Party has waived or withdrawn the confidentiality  
8 designation, all parties shall continue to afford the material in question the  
9 level of protection to which it is entitled under the Producing Party's  
10 designation until the Court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
13 disclosed or produced by another Party or by a Non-Party in connection with this  
14 Action only for prosecuting, defending, or attempting to settle this Action. Such  
15 Protected Material may be disclosed only to the categories of persons and under the  
16 conditions described in this Order. When the Action has been terminated, a  
17 Receiving Party must comply with the provisions of section 15 below (FINAL  
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a  
20 location and in a secure manner that ensures that access is limited to the persons  
21 authorized under this Order.

22 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless  
23 otherwise ordered by the court or permitted in writing by the Designating Party, a  
24 Receiving Party may disclose any information or item designated  
25 "CONFIDENTIAL" only to:

26 (a) the Receiving Party's Outside Counsel of Record in this Action, as well  
27 as employees of said Outside Counsel of Record to whom it is reasonably necessary  
28 to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses in the action for the Designating Party, the Producing Party, and any party believed, in good faith, to have knowledge about the document; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom

disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(g) during their depositions, witnesses in the action for the Designating Party, the Producing Party, and any party believed, in good faith, to have knowledge about the document; and

(h) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussion.

7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) court reporters and their staff;

(e) the author or recipient of a document containing the information or a

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2 custodian or other person who otherwise possessed or knew the information;

3 (f) during their depositions, witnesses in the action for the Designating Party,  
4 the Producing Party, and any party believed, in good faith, to have knowledge about  
5 the document.

6 8. PROSECUTION BAR

7 Absent written consent from the Producing Party, any individual who receives  
8 access to “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY”  
9 or “HIGHLY CONFIDENTIAL – SOURCE CODE” information shall not be  
10 involved in the prosecution of patents or patent applications relating to the subject  
11 matter of this action, including without limitation the patents asserted in this action  
12 and any patent or application claiming priority to or otherwise related to the patents  
13 asserted in this action, before any foreign or domestic agency, including the United  
14 States Patent and Trademark Office (“the Patent Office”). For purposes of this  
15 paragraph, “prosecution” includes directly or indirectly drafting or amending patent  
16 claims. To avoid any doubt, “prosecution” does not include representing a party  
17 during a postissuance proceeding before a domestic or foreign agency (including,  
18 but not limited to, a reissue, ex parte reexamination or inter partes reexamination) so  
19 long as the individual does not participate in any way in drafting or amending patent  
20 claims. For the sake of clarity, the preceding sentence includes advising, counseling  
21 or any other input into drafting and amending claims. “Prosecution” also does not  
22 include representing a petitioner in a post-issuance proceeding before a domestic or  
23 foreign agency. This Prosecution Bar shall begin when a person has accessed  
24 “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or  
25 “HIGHLY CONFIDENTIAL – SOURCE CODE” information and shall end one (1)  
26 year after final termination of this action, including final resolution of any appeals  
27 or after the time to appeal has expired without an appeal having been filed.

28 9. SOURCE CODE



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2 (a) To the extent production of source code becomes necessary in this case,  
3 a Producing Party may designate source code as “HIGHLY CONFIDENTIAL –  
4 SOURCE CODE” if it comprises or includes confidential, proprietary or trade secret  
5 source code.

6 (b) Protected Material designated as “HIGHLY CONFIDENTIAL –  
7 SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY  
8 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” information, and may  
9 be disclosed only to the individuals to whom “HIGHLY CONFIDENTIAL –  
10 OUTSIDE ATTORNEYS EYES ONLY” information may be disclosed.

11 (c) During or after a Source Code inspection, the Receiving Party may  
12 request that the Producing Party print specified portions of the Source Code that are  
13 reasonably necessary for the preparation of court filings, pleadings, expert reports,  
14 or other papers, or for deposition or trial. Should the Producing Party believe the  
15 requested number or content of the printouts is excessive, the parties shall meet and  
16 confer regarding the request. If the concerns cannot be resolved, the Producing Party  
17 shall file for a protective order within five (5) business days of the Parties’  
18 conference. Unless it objects to the request, within three (3) business days of  
19 receiving a request for paper copies of Source Code from the Receiving Party, the  
20 Producing Party shall provide the requested portions of Source Code in paper form  
21 to the Receiving Party, with bates numbers and the label “HIGHLY  
22 CONFIDENTIAL – SOURCE CODE.” If the Producing Party objects to the amount  
23 of Source Code requested by the Receiving Party in paper form, it shall, within two  
24 (2) business days of receiving the Receiving Party’s request, initiate the dispute  
25 resolution process set forth above.

26 (d) The Receiving Party shall maintain a record of the address where each  
27 paper copy of the Source Code is kept or moved and maintain a record indicating  
28 any individual who has inspected any portion of the Source Code in electronic or



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2 paper form. The Receiving Party shall maintain all paper copies of any printed  
3 portions of the Source Code in a secured, locked area when not in immediate use. In  
4 addition, the Receiving Party may ship paper copies of printed portions of the Source  
5 Code via a secure courier delivery service (e.g., Federal Express) to persons  
6 authorized to access same under this Protective Order, who shall also maintain all  
7 paper copies of any printed portions of the Source Code in a secured, locked area  
8 when not in immediate use. The Receiving Party may create excerpts reasonably  
9 necessary for court filings, expert reports, discovery responses and other similar  
10 documents. All such documents shall be clearly marked “HIGHLY  
11 CONFIDENTIAL – SOURCE CODE” and, if filed, shall be filed under seal.

12 10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
13 IN OTHER LITIGATION

14 If a Party is served with a subpoena or a court order issued in other litigation  
15 that compels disclosure of any information or items designated in this Action as  
16 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS  
17 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE,” that Party  
18 must:

19 (a) promptly notify in writing the Designating Party. Such notification  
20 shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order  
22 to issue in the other litigation that some or all of the material covered by the subpoena  
23 or order is subject to this Protective Order. Such notification shall include a copy of  
24 this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be  
26 pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with  
28 the subpoena or court order shall not produce any information designated in this

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2 action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE  
3 ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”  
4 before a determination by the court from which the subpoena or order issued, unless  
5 the Party has obtained the Designating Party’s permission. The Designating Party  
6 shall bear the burden and expense of seeking protection in that court of its  
7 confidential material and nothing in these provisions should be construed as  
8 authorizing or encouraging a Receiving Party in this Action to disobey a lawful  
9 directive from another court.

10 11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
11 PRODUCED IN THIS LITIGATION

12 (a) The terms of this Order are applicable to information produced by a  
13 Non-Party in this Action and designated as “CONFIDENTIAL,” “HIGHLY  
14 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY  
15 CONFIDENTIAL – SOURCE CODE.” Such information produced by Non-Parties  
16 in connection with this litigation is protected by the remedies and relief provided by  
17 this Order. Nothing in these provisions should be construed as prohibiting a Non-  
18 Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to  
20 produce a Non-Party’s confidential information in its possession, and the Party is  
21 subject to an agreement with the Non-Party not to produce the Non-Party’s  
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-  
24 Party that some or all of the information requested is subject to a confidentiality  
25 agreement with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated  
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
28 specific description of the information requested; and

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2 (3) make the information requested available for inspection by the  
3 Non-Party, if requested.

4 (c) If the Non-Party fails to seek a protective order from this court within  
5 14 days of receiving the notice and accompanying information, the Receiving Party  
6 may produce the Non-Party's confidential information responsive to the discovery  
7 request. If the Non-Party timely seeks a protective order, the Receiving Party shall  
8 not produce any information in its possession or control that is subject to the  
9 confidentiality agreement with the Non-Party before a determination by the court.  
10 Absent a court order to the contrary, the Non-Party shall bear the burden and expense  
11 of seeking protection in this court of its Protected Material.

12 12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

13 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed  
14 Protected Material to any person or in any circumstance not authorized under this  
15 Stipulated Protective Order, the Receiving Party must immediately (a) notify in  
16 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts  
17 to retrieve all unauthorized copies of the Protected Material, (c) inform the person  
18 or persons to whom unauthorized disclosures were made of all the terms of this  
19 Order, and (d) request such person or persons to execute the "Acknowledgment and  
20 Agreement to Be Bound" that is attached hereto as Exhibit A.

21 13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
22 PROTECTED MATERIAL

23 13.1 Inadvertent or unintentional production of "CONFIDENTIAL,"  
24 "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY" or  
25 "HIGHLY CONFIDENTIAL – SOURCE CODE" documents or information  
26 without such designations shall not be deemed a waiver in whole or in part of a claim  
27 for treatment as "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE  
28 ATTORNEYS EYES ONLY" or "HIGHLY CONFIDENTIAL – SOURCE CODE."

1  
2 If, through inadvertence, a Producing Party provides any information pursuant to  
3 this litigation without marking the information as “CONFIDENTIAL,” “HIGHLY  
4 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY  
5 CONFIDENTIAL – SOURCE CODE” the Producing Party may subsequently  
6 inform the Receiving Party of the specific designation of the disclosed information,  
7 and the Receiving Party shall treat the disclosed information as “CONFIDENTIAL,”  
8 “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or  
9 “HIGHLY CONFIDENTIAL – SOURCE CODE” information upon receipt of  
10 written notice from the Producing Party. To the extent the Receiving Party has  
11 already disclosed such information, the Receiving Party shall use its best efforts to  
12 promptly collect any copies of disclosed material that have been provided to  
13 individuals other than those authorized under this Protective Order, and if collected,  
14 shall destroy or return them to the Producing Party.

15 13.2 If a Producing Party inadvertently produces a document, tangible item  
16 or electronically stored information that it later discovers or in good faith asserts to  
17 be privileged, protected by the work product doctrine, or subject to some other  
18 immunity from disclosure (“Privileged Material”) the production of that Privileged  
19 Material shall not be deemed to constitute a waiver of any applicable privileges,  
20 work product protection, or immunity from disclosure. In such circumstances, upon  
21 discovery of the inadvertent disclosure, the Producing Party shall immediately notify  
22 the Receiving Party of the inadvertent production, provide a privilege log for the  
23 inadvertent production, and request either the return or confirmation of destruction  
24 of the Privileged Materials. Within five (5) business days of receiving such  
25 notification, the Receiving Party shall return or confirm destruction of all such  
26 materials. Such return or confirmation of destruction shall not preclude the  
27 Receiving Party from seeking to compel production of the materials (based on  
28 information independent of the content of the returned, allegedly privileged

1  
2 materials in question) and shall not constitute an admission by the Receiving Party  
3 that the materials were, in fact, privileged or otherwise protected in any way. The  
4 Producing Party shall retain the Privileged Material for submission to the Court in  
5 the event the Receiving Party moves to compel.

6 14. MISCELLANEOUS

7 14.1 Right to Further Relief. Nothing in this Order abridges the right of any  
8 person to seek its modification by the Court in the future.

9 14.2 Right to Assert Other Objections. By stipulating to the entry of this  
10 Protective Order no Party waives any right it otherwise would have to object to  
11 disclosing or producing any information or item on any ground not addressed in this  
12 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
13 ground to use in evidence of any of the material covered by this Protective Order.

14 14.3 Filing Protected Material. Without written permission from the  
15 Designating Party or a court order secured after appropriate notice to all interested  
16 persons, a Party may not file in the public record in this action any Protected Material.  
17 A Party that seeks to file under seal any Protected Material must comply with Civil  
18 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court  
19 order authorizing the sealing of the specific Protected Material at issue. If a Party's  
20 request to file Protected Material under seal is denied by the court, then the  
21 Receiving Party may file the information in the public record pursuant to Civil Local  
22 Rule 79- 5 unless otherwise instructed by the court.

23 15. FINAL DISPOSITION

24 After the final disposition of this Action, as defined in paragraph 4, within  
25 60 days of a written request by the Designating Party, each Receiving Party must  
26 return all Protected Material to the Producing Party or destroy such material. As  
27 used in this subdivision, "all Protected Material" includes all copies, abstracts,  
28 compilations, summaries, and any other format reproducing or capturing any of the

1  
2 Protected Material. Whether the Protected Material is returned or destroyed, the  
3 Receiving Party must submit a written certification to the Producing Party (and, if  
4 not the same person or entity, to the Designating Party) by the 60 day deadline that  
5 (1) identifies (by category, where appropriate) all the Protected Material that was  
6 returned or destroyed and (2) affirms that the Receiving Party has not retained any  
7 copies, abstracts, compilations, summaries or any other format reproducing or  
8 capturing any of the Protected Material. Notwithstanding this provision, Counsel  
9 are entitled to retain an archival copy of all pleadings, motion papers, trial,  
10 deposition, and hearing transcripts, legal memoranda, correspondence, deposition  
11 and trial exhibits, expert reports, attorney work product, and consultant and expert  
12 work product, even if such materials contain Protected Material. Outside Counsel  
13 of Record need not purge its document management system or backup tapes to  
14 eliminate Protected Material. Any such archival copies that contain or constitute  
15 Protected Material remain subject to this Protective Order as set forth in Section 4  
16 (DURATION).

1  
2 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

3 DATED: March 24, 2025

4 Michael F. Heafey

5 Attorneys for Plaintiffs

6  
7 DATED: March 24, 2025

8 Xionghui Muron

9 Attorneys for Defendants

10  
11  
12 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

13  
14 DATED June 3, 2025

15  
16  
17 

18  
19 Honorable Alicia G. Rosenberg

20 United States Magistrate Judge



EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of  
perjury that I have read in its entirety and understand the Stipulated Protective Order  
that was issued by the United States District Court for the Central District of  
California on \_\_\_\_\_ [date] in the case of *Zepp, Inc. et al v. Amazwear  
Technology Inc. et al.*, 2:24-CV-07182-JLS-AGR. I agree to comply with and to be  
bound by all the terms of this Stipulated Protective Order and I understand and  
acknowledge that failure to so comply could expose me to sanctions and punishment  
in the nature of contempt. I solemnly promise that I will not disclose in any manner  
any information or item that is subject to this Stipulated Protective Order to any  
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action. I hereby appoint \_\_\_\_\_ [print or  
type full name] of \_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Stipulated Protective  
Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_